

CONFORMED COPY

GRANT AGREEMENT NUMBER D-001 NIR

(Commercial Debt Reduction Facility)

among

REPUBLIC OF NIGER

and

BANQUE CENTRALE DES ETATS DE  
L'AFRIQUE DE L'OUEST

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

as Trustee of the Debt Reduction Facility  
for IDA-Only Countries

Dated February 8, 1991

GRANT AGREEMENT NUMBER D-001 NIR

GRANT AGREEMENT

AGREEMENT, dated February 8, 1991, among the REPUBLIC OF NIGER (Niger), the BANQUE CENTRALE DES ETATS DE L'AFRIQUE DE L'OUEST (the Guarantor) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association), acting as trustee (the Grantor) of the Debt Reduction Facility for IDA-Only Countries (the Facility).

WHEREAS, pursuant to Resolutions No. IDA 89-4 and No. 89-13 of the Executive Directors of the Association and of the International Bank for Reconstruction and Development, respectively, the Facility has been established and is being administered by the Association as a trust to provide grants to assist in the reduction of commercial debt of certain members of the Association;

WHEREAS (A) Niger has established a medium-term adjustment program, described in the Policy Framework Paper dated September 13, 1990, acceptable to the Grantor;

(B) Niger has formulated a debt management strategy (the Financial Plan)

satisfactory to the Grantor that: (i) includes a program for resolving Niger's commercial debt problem in a comprehensive manner based on funds to be provided by the Facility and other available resources (the Debt Reduction Plan), (ii) provides for substantial debt relief from Niger's official bilateral creditors through an agreement with the Paris Club that provides the most favorable treatment accorded to debtors by the Paris Club, and (iii) will materially enhance Niger's growth and development prospects; and

(C) Niger has confirmed to the Grantor that it has received assurances from other donors for the equivalent of at least ten million United States dollars (US\$10,000,000) of grant funds to assist in the Debt Reduction Plan;

WHEREAS the Guarantor has agreed to enter into an agreement with Niger (the Niger/Guarantor Agreement) pursuant to which the Guarantor will (i) provide non-recourse secured guaranties for certain debt instruments to be issued by Niger pursuant to the Debt Reduction Plan and (ii) release Niger from all liability to the Guarantor in respect of such guaranties;

WHEREAS the Government of Switzerland has indicated to Niger and the Grantor its agreement in principle to make a contribution

to the Facility in the amount of three million United States dollars (US\$3,000,000) to assist in the Debt Reduction Plan;

WHEREAS, on the basis of the foregoing, Niger has requested, and the Grantor has agreed, to make available to the Guarantor a grant out of the funds of the Facility to assist the Guarantor in securing such guaranties, and thereby assist Niger in executing the Debt Reduction Plan, on the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto hereby agree as follows:

#### ARTICLE I

##### Definitions

Section 1.01. Wherever used in this Agreement, unless the context otherwise requires, the following capitalized terms have the following meanings:

(a) "Agent de Réalisation" means La Banque Paribas, whose registered office is located 3 rue d'Antin, 75001 Paris, France, as agent for Niger under the Exchange Offer;

(b) "Closing Date" means the date 180 days after the date of this Agreement, or such later date as may be established by the Grantor for purposes of Section 5.03 of, and Paragraph 5 of the Schedule to, this Agreement;

(c) "Collateral" means the Grant funds, and cash and the Collateral Account Option 2 acquired therewith, pledged to secure the Guaranties in accordance with the Debt Reduction Agreements;

(d) "Collateral Account Option 2" means the account opened by the Guarantor with Banque de France to which the Eligible Securities will be credited for purposes of Option 2 (as described in the Exchange Offer);

(e) "Collateral Agent" means la Banque de France, whose registered office is located 39 rue Croix des Petits Champs, 75001 Paris, France, as collateral agent under the Guarantor/Collateral Agent Agreement;

(f) "Debt Reduction Agreements" means (i) the Exchange Offer, (ii) the Niger/Guarantor Agreement, (iii) the Guarantor/ Collateral Agent Agreement, and (iv) the Agency Agreement, dated 20 September, 1990, between Niger and the Agent de Réalisation;

(g) "Debt Reduction Documents" means the Debt Reduction Agreements and the Debt Reduction Instruments;

(h) "Debt Reduction Instruments" means the Acceptations, the Remises de Dette (Option 1), the Remises de Dette (Option 2), the Lettres d'Engagement de Paiement à Court-Terme (including the Guaranties thereto), the Lettres d'Engagement de Paiement à Long-Terme (including the Guaranties thereto), the Actes de Nantissement de Compte Espèces, the Acte de Nantissement du Compte-Titres, and the Mandats to be issued under the Exchange Offer;

(i) "Debt Reduction Plan" has the meaning provided in the Preamble to this Agreement;

(j) "Eligible Securities" means zero coupon securities issued by the United States Treasury, with such maturities as are required under the Exchange Offer;

(k) "Exchange Notes" means the following two classes of debt instruments to be issued by Niger in exchange for commercial debt in accordance with the Exchange Offer: (i) the Lettres d'Engagement de Paiement à Court-Terme (excluding the Guaranties thereto) and (ii) the Lettres d'Engagement de Paiement à Long-Terme (excluding the Guaranties thereto);

(l) "Exchange Offer" means the Offre Relative à l'Extinction de la Dette Bancaire Extérieure Publique (including the annexes thereto), dated January 14, 1991, issued by Niger under the Debt Reduction Plan;

(m) "Facility" has the meaning provided in the Preamble to this Agreement;

(n) "Financial Plan" has the meaning provided in the Preamble to this Agreement;

(o) "Grant" means the grant referred to in Section 2.01 of this Agreement;

(p) "Grant Account" means the account referred to in Section 2.02 of this Agreement;

(q) "Guaranties" means the following two classes of non-recourse secured guaranties to be issued by the Guarantor in favor of the holders of the Exchange Notes, and secured in part by the Collateral, in accordance with the Exchange Offer: (i) the guaranties for the Lettres d'Engagement de Paiement à Court-Terme and (ii) the guaranties for the Lettres d'Engagement de Paiement à Long-Terme;

(r) "Guarantor/Collateral Agent Agreement" means the agreement to be entered into between the Guarantor and the Collateral Agent regarding the Collateral;

(s) "Niger/Guarantor Agreement" has the meaning provided in the Preamble to this Agreement; and

(t) "Proceeds of the Grant" means any funds withdrawn from the Grant Account by the Guarantor, and any proceeds thereof (including all Eligible Securities and the Collateral Account Option 2 acquired therewith), but shall exclude any interest earned with respect to Collateral in the context of Option 1 (as described in the Exchange Offer).

## ARTICLE II

### The Grant

Section 2.01. The Grantor agrees to extend to the Guarantor, on the terms and conditions set forth in this Agreement, a grant (the Grant) in an amount equivalent to thirteen million United States dollars (US\$13,000,000).

Section 2.02. The Grant shall be credited to an account opened by the Grantor on its books in the name of the Guarantor (the Grant Account). The Proceeds of the Grant may only be withdrawn from the Grant Account and used by the Guarantor in accordance with the provisions of the Schedule to this Agreement, as such Schedule may be amended from time to time by agreement between the Grantor and the Guarantor.

Section 2.03. Neither the Guarantor nor Niger shall have any rights, and the Grantor shall have no obligations, with respect to the Grant, except as are stated in this Agreement. The Grantor (a) does not assume any fiduciary obligation to, or relationship of agency or trust for or with, Niger or the Guarantor, and (b) shall have no liability to Niger, to the Guarantor, or to any other person for any action taken or omitted to be taken, except for the performance of its express obligations set forth in this Agreement.

## ARTICLE III

### Execution of the Debt Reduction Plan

Section 3.01. (a) Niger and the Guarantor shall (i) exercise their respective rights under the Debt Reduction Documents in such manner so as to protect the interests of the Grantor and the Association and to execute the Debt Reduction Plan, and (ii) comply with their respective obligations under the Debt Reduction Documents.

(b) Neither Niger nor the Guarantor shall, without the prior consent of the Grantor:

- (i) amend, modify or terminate any Debt Reduction Document or amend, modify or waive any provision thereof;
- (ii) provide any required acceptance for any such amendment, modification, termination or waiver by any party there-to;
- (iii) provide any notice or consent under any Debt Reduction Document (including, without limitation, under sections 4.2 and 4.5 of the Exchange Offer); or
- (iv) in the case of Niger, consent, or permit the Agent de Réalisation to consent, to any amendment, modification or revocation in respect of any acceptance provided under the Exchange Offer.

Section 3.02. The Guarantor shall ensure that the Proceeds of the Grant are used solely: (a) for the acquisition of Collateral or the subsequent payment to the holders of the Exchange Notes pursuant to the Guaranties, and to secure each class of Guaranties, or effect payment under such class, only in proportion to all other funding provided for such purpose, as identified pursuant to Section 5.01 (b) of this Agreement; or (b) for expenditures in connection with the creation or maintenance of Collateral.

Section 3.03. (a) Niger and the Guarantor shall each:

- (i) from time to time, at the request of the Grantor, report (A) on the execution of the Debt Reduction Plan, and (B) in the case of Niger, on the progress achieved in carrying out the other parts of the Financial Plan; and
- (ii) promptly inform the Grantor of any condition which interferes, or threatens to interfere with, the implementation of any Debt Reduction Document or, in the case of Niger, the Financial Plan.

(b) Niger and the Guarantor shall promptly provide to the Grantor copies of all notices, certificates, reports and other documents prepared or received by Niger or the Guarantor, respectively, under, or in connection with, any Debt Reduction Document (other than any such documents received from the Grantor).

Section 3.04. (a) It is the policy of the Association that no funds it administers shall be withdrawn on account of payments for any imposts, levies, fees, duties of any nature and other taxes (Taxes) levied by, or in the territory of, Niger. To that end, Niger and the Guarantor shall not cause or permit any Proceeds of the Grant to be used as payment for Taxes.

(b) This Agreement shall be free from any Taxes levied by, or in the territory of, Niger on or in connection with the execution, delivery or any registration hereof.

#### ARTICLE IV

##### Financial Covenants

Section 4.01. (a) The Guarantor shall maintain separate records and accounts adequate to reflect in accordance with sound accounting practices the use of the Proceeds of the Grant and all transactions to which it is a party under the Debt Reduction Documents.

(b) The Guarantor shall:

- (i) have its records and accounts referred to in paragraph (a) of this Section audited annually, in accordance with appropriate auditing principles consistently applied, by independent auditors

acceptable to the Grantor;

(ii) furnish to the Grantor, as soon as available, but in any case not later than December 31 of each year, a certified copy of the report of such audit by said auditors, of such scope and in such detail as the Grantor shall have reasonably requested; and

(iii) furnish to the Grantor such other information concerning said records and accounts and the audit thereof as the Grantor shall from time to time reasonably request.

Section 4.02. Niger shall maintain separate records and accounts adequate to reflect in accordance with sound accounting practices all transactions under the Debt Reduction Plan, and shall furnish to the Grantor such information concerning such records as the Grantor shall from time to time reasonably request.

#### ARTICLE V

##### Effectiveness; Termination

Section 5.01. This Agreement shall not become effective until fulfillment of the following conditions:

(a) the Grantor shall have received evidence satisfactory to it establishing that each Debt Reduction Agreement is in form and substance satisfactory to the Grantor and in full force and effect, and that no party thereto has breached any of its obligations thereunder;

(b) the Grantor shall have received evidence satisfactory to it establishing that financing is available from other sources, under terms and conditions and in an amount acceptable to the Grantor, to secure the Guaranties;

(c) the Grantor shall have received evidence satisfactory to it establishing that the execution and delivery of this Agreement and each Debt Reduction Agreement by the parties thereto have been duly authorized or ratified by all necessary governmental or corporate action, as the case may be, by such parties;

(d) no event shall have occurred since the date of this Agreement which would have entitled the Grantor to suspend the right of the Guarantor to make withdrawals from the Grant Account if this Agreement had become effective on such date;

(e) the Grantor shall have received an opinion or opinions satisfactory to the Grantor, of counsel or counsels acceptable to the Grantor, showing that:

(i) this Agreement and each Debt Reduction Agreement have been duly authorized or ratified by, and executed and delivered on behalf of, the parties thereto, and are legally binding upon such parties and enforceable in accordance with their respective terms;

(ii) execution and delivery of each Debt Reduction Instrument (other than the Acceptations, the Remises de Dette (Option 1), the Remises de Dette (Option 2) and the Mandats) have been duly authorized by the parties thereto and, upon such execution and delivery, will be legally binding upon such parties and enforceable in accordance with their respective terms;

(iii) each Acceptation, Remise de Dette (Option 1), Remise de Dette (Option 2) and Mandat, assuming due authorization, execution and delivery thereof, will be legally binding on the institutions so executing and delivering such instruments and will be enforceable in accordance with their respective terms;

(iv) execution and delivery by Niger and the Guarantor of this Agreement and of each Debt Reduction Document to which it is a party, and performance of its obligations thereunder, will not conflict with or result in a breach of any terms or provisions of, or constitute a default under, (a) any other agreement, treaty or instrument to which it is a party or by which it is bound, or (b) in the case of the Guarantor: (i) any law or statute, or any order or regulation applicable to it of any court, governmental agency, authority or body or arbitrator having jurisdiction over

it, or (ii) its Statuts and other constitutive documents;

(v) acceptance by any institution of the offer under the Exchange Offer should not create any obligations on the part of such institution, Niger, the Guarantor, or the Grantor to any institution refusing such offer; and

(vi) such other matters as the Grantor may reasonably request; and

(f) the Grantor shall have received assurances and supporting evidence, satisfactory to it, regarding the procedures for the establishment and maintenance of the Collateral as security for the Guaranties.

Section 5.02. Upon satisfaction of the conditions specified in Section 5.01 of this Agreement, the Grantor shall promptly dispatch notices of such satisfaction to Niger and the Guarantor. This Agreement (and the obligations of the parties hereto) shall enter into effect on the date upon which the Grantor dispatches such notices.

Section 5.03. (a) This Agreement shall terminate upon payment of all amounts withdrawn from the Grant Account up to and including the Closing Date either (i) to the holders of the Exchange Notes (whether through foreclosure on the Collateral or otherwise) or (ii) to the Grantor (if required by the Schedule to this Agreement); provided that if the Guarantor shall not have made any withdrawal from the Grant Account on or before such date (because of the failure of this Agreement to become effective or for any other reason), this Agreement shall terminate immediately thereafter.

(b) Except in the case of termination under the proviso to paragraph (a) of this Section, the obligations of Niger and the Guarantor set forth in Sections 4.01 and 4.02, respectively, of this Agreement shall survive for 60 days following the date on which the Guarantor shall have furnished to the Grantor the audit described in such Section 4.01 for the period up to and including the date of termination described in such paragraph.

## ARTICLE VI

### Suspension; Cancellation

Section 6.01. (a) If any of the following events shall have occurred and be continuing, the Grantor may, by notice to Niger and the Guarantor, suspend the right of the Guarantor to make withdrawals from the Grant Account:

(i) Niger or the Guarantor shall have failed to perform any of their respective obligations under this Agreement;

(ii) any representation made, or statement furnished, by Niger or the Guarantor in connection with this Agreement and intended to be relied upon by the Grantor in making the Grant shall have been incorrect in any material respect;

(iii) the Association shall have suspended in whole or in part the right of Niger to make withdrawals under any agreement with the Association because of a failure by Niger to perform any of its obligations under such agreement;

(iv) the right of Niger or the Guarantor to withdraw proceeds of any financing (other than that provided hereunder) provided to secure the Guaranties shall have been suspended, cancelled or terminated pursuant to the terms of the agreement providing therefor;

(v) as a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Debt Reduction Plan can be carried out or that the Guarantor or Niger will be able to perform their respective obligations under this Agreement or any Debt Reduction Document; or

(vi) Niger shall have been suspended from membership in or ceased to be a member of the Association, or ceased to be a member of the International Monetary Fund.

(b) The right of the Guarantor to make withdrawals from the Grant Account

shall continue to be suspended until the event or events which gave rise to suspension shall have ceased to exist, unless the Grantor shall have notified the Guarantor that the right to make withdrawals has been restored.

Section 6.02. If:

(a) at any time, the Grantor determines, after consultation with Niger and the Guarantor, that an amount of the Grant will not be required for Collateral pursuant to the terms of this Agreement (including Section 3.02),

(b) after the Closing Date, an amount of the Grant shall remain unwithdrawn from the Grant Account, or

(c) the right of the Guarantor to make withdrawals in respect of any amount from the Grant Account shall have been suspended for a continuous period of thirty days,

the Grantor may, by notice to Niger and the Guarantor, terminate the right of the Guarantor to make withdrawals with respect to such amount, whereupon such amount of the Grant shall be cancelled.

Section 6.03. Notwithstanding any suspension or cancellation under this Article, all the provisions of this Agreement shall continue in full force and effect, except as specifically provided in this Article.

#### ARTICLE VII

##### Miscellaneous

Section 7.01. (a) Any controversy between the parties to this Agreement and any claim by any such party against any other such party arising under this Agreement which has not been settled by agreement of the parties shall be submitted to arbitration by an Arbitral Tribunal as hereinafter provided.

(b) The parties to such arbitration shall be the Grantor on one side and Niger and the Guarantor on the other side.

(c) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one arbitrator shall be appointed by the Grantor; a second arbitrator shall be appointed by Niger and the Guarantor or, if they shall not agree, by the President of the International Court of Justice or, failing appointment by said President, by the Secretary-General of the United Nations; and the third arbitrator (hereinafter sometimes called the Umpire) shall be appointed by agreement of the parties or, if they shall not agree, by the President of the International Court of Justice or, failing appointment by said President, by the Secretary-General of the United Nations. If either side shall fail to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator appointed in accordance with this Section shall resign, die or become unable to act, a successor arbitrator shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and such successor shall have all the powers and duties of such original arbitrator.

(d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the relief sought, and the name of the arbitrator appointed by the party instituting such proceeding. Within thirty days after such notice, the other party shall notify to the party instituting the proceeding the name of the arbitrator appointed by such other party.

(e) If within sixty days after the notice instituting the arbitration proceeding, the parties shall not have agreed upon an Umpire, any party may request the appointment of an Umpire as provided in paragraph (c) of this Section.

(f) The Arbitral Tribunal shall convene at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

(g) The Arbitral Tribunal shall decide all questions relating to its competence and shall, subject to the provisions of this Section and except as the parties shall otherwise agree, determine its procedure. All decisions of the Arbitral Tribunal shall be by majority vote.

(h) The Arbitral Tribunal shall afford to all parties a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitral Tribunal shall constitute the award of such Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to this Agreement. Each Party shall abide by and comply with any such award rendered by the Arbitral Tribunal in accordance with the provisions of this Section.

(i) The parties shall fix the amount of the remuneration of the arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. The Grantor, Niger and the Guarantor shall each defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the Grantor on the one side and the Guarantor and Niger on the other. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the settlement of controversies between the parties to this Agreement or of any claims by any such party against any other such party arising hereunder.

(k) The Grantor shall not be entitled to enter judgment against Niger upon the award, to enforce the award against Niger by execution or to pursue any other remedy against Niger for the enforcement of the award, except as such procedure may be available against Niger otherwise than by reason of the provisions of this Section. If, within thirty days after counterparts of the award shall have been delivered to the parties, the award shall not be complied with by the Grantor or the Guarantor, as the case may be, the party seeking compliance with such award may take any such action for the enforcement of the award against the Grantor or the Guarantor, respectively.

(l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 7.03 of this Agreement. The parties to this Agreement waive any and all other requirements for the service of any such notice or process.

Section 7.02. (a) No provision of this Agreement may be amended or otherwise modified without the written consent of Niger, the Guarantor and the Grantor.

(b) No delay by any party to this Agreement in exercising, or any failure by any such party to exercise, any right, power or remedy under this Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default or any subsequent default.

(c) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of the terms of this Agreement.

(d) The Schedule to this Agreement constitutes an integral part of this Agreement.

(e) The rights and obligations of Niger, the Guarantor and the Grantor under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any State or political subdivision thereof to the contrary. Neither Niger, the Guarantor nor the Grantor shall be entitled to assert any claim that any provision of this Agreement is invalid or unenforceable because of any provision of the Articles of Agreement of the Association.

Section 7.03. Any notice, request or consent to be given under this Agreement shall be in writing. Such notice, request or consent shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable or telex to the addressee at such party's address hereinafter specified, or at such other address as such party shall have designated by notice. The addresses so specified are:

For Niger:

Ministère des Finances  
B.P. 233  
Niamey



République du Niger

Cable address:

MINFIN

Telex:

5337 NI

For the Guarantor:

Banque Centrale des Etats  
de l'Afrique de l'Ouest  
Avenue A. Fadiga  
B.P. 3108  
Dakar  
Sénégal

Telex:

21530 SG

21527 SG

For the Grantor:

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable address:

INDEVAS  
Washington, D.C.

Telex:

248423 (RCA)

64145 (WUI) or

82987 (FTCC)

Section 7.04. (a) The Minister of Finance of Niger is designated as representative of Niger for the purposes of taking any action required or permitted to be taken by Niger under the provisions of this Agreement.

(b) The Governor of the Guarantor is designated as representative of the Guarantor for the purposes of taking any action required or permitted to be taken by the Guarantor under the provisions of this Agreement.

Section 7.05. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the day and year first above written.

REPUBLIC OF NIGER

By /s/ Moumouni A. Djermakoye

Authorized Representative

BANQUE CENTRALE DES ETATS DE  
L'AFRIQUE DE L'OUEST

By /s/ Charles Konan Banny

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION  
as Trustee of the Debt Reduction Facility  
for IDA-Only Countries

By /s/ Edward V.K. Jaycox

Regional Vice President  
Africa

SCHEDULE

Withdrawal and Use of the Proceeds of the Grant

1. Withdrawals from the Grant Account by the Guarantor shall be made exclusively for (a) the acquisition of Collateral (i) in accordance with the provisions of the Debt Reduction Agreements and (ii) subject to the provisions of this Schedule and the other terms of this Agreement (including the limitations set forth in Sections 3.02, 6.01 and 6.02); or (b) for expenditures incurred, or (with the consent of the Grantor) to be incurred, for those items set forth in Section 3.02 (b) of this Agreement in an aggregate amount not to exceed the equivalent of \$10,000.
2. (a) Withdrawals from the Grant Account by the Guarantor shall be made only on the order of the Guarantor and in accordance with procedures acceptable to the Guarantor.  
(b) Except as the Grantor and the Guarantor shall otherwise agree, such withdrawals shall be made as follows:
  - (i) withdrawals for the acquisition of Collateral to be denominated in French francs under the terms of the Exchange Offer shall be made in French francs;
  - (ii) withdrawals for the acquisition of Collateral to be denominated in United States dollars under the terms of the Exchange Offer shall be made in United States dollars, and such portion thereof as may be required under the terms of the Exchange Offer shall be disbursed for the purchase of Eligible Securities to be held in the Collateral Account Option 2 ; and
  - (iii) withdrawals pursuant to Paragraph 1 (b) of this Schedule shall be made in French francs or United States dollars, as requested by the Guarantor.
- (c) Requests for such withdrawals shall be made by delivery to the Grantor of a written application from the representative of the Guarantor designated in Section 7.04 (b) of this Agreement (or the authorized delegate of such representative), in such form, and containing such statements and agreements and accompanied by such supporting evidence, as the Grantor shall reasonably request.
- (d) The Guarantor shall furnish to the Grantor evidence of the authority of the person or persons authorized to sign applications for withdrawals from the Grant Account and the authenticated specimen signature of any such person.
3. Notwithstanding the provisions of Paragraphs 1 and 2 above, no withdrawal from the Grant Account by the Guarantor shall be permitted unless the conditions precedent to Niger's obligation to issue the Exchange Notes, as set forth in the Exchange Offer, shall have been satisfied.
4. Any Proceeds of the Grant held or used, other than in accordance with Section 3.02 of this Agreement, following their withdrawal by the Guarantor from the Grant Account shall be immediately refunded by the Guarantor to the Grantor, unless the Grantor shall otherwise agree (pursuant to Paragraph 2 of this Schedule or otherwise).
5. The Guarantor shall not be entitled to make any withdrawal from the Grant Account after the Closing Date.
6. Following payment in full under either class of Guaranties, any Proceeds of the Grant withdrawn under Paragraph 1 (a) of this Schedule to secure such class of Guaranties and not disbursed (indirectly or otherwise), in conformity with Section 3.02 of this Agreement, to the beneficiaries of such class of Guaranties for such payment shall be immediately refunded to the Grantor.
7. Any repayment of any Proceeds of the Grant to the Grantor shall be made in the currency in which such Proceeds were originally withdrawn from the Grant Account,

under such procedures as the Grantor shall direct.

